

# FAR CLAUSE MATRIX FIXED-PRICE CONTRACT (FP CON)

No	CLAUSE NUMBER	TITLE	REFERENCE	PROVISION - P CLAUSE - C	CONTRACT PURPOSE
1	52.203-2	Certificate of Independent Price Determination	3.103-1	P	A
2	52.203-3	Gratuities	3.202	C	A
3	52.203-5	Covenant Against Contingent Fees	3.404	C	R
4	52.203.7	Anti-Kickback Procedures	3.502-3	C	R
5	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	3.104-9(a)	C	A
6	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	3.104-9(b)	C	A
7	52.203-11	Certification and Disclosure Regarding Payments to Influence	3.808(a)	P	A
8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	3.808(b)	C	A
9	52.204-1	Approval of Contract	4.103	C	A
10	52.204-2	Security Requirements	4.404(a)	C	A
11	Alternate II	Security Requirements	4.404(c)	C	A
12	52.204-3	Taxpayer Identification	4.905	P	A
13	52.204-4	Printed or Copied Double-Sided on Recycled Paper	4.303	C	A
14	52.204-5	Women-Owned Business (Other Than Small Business)	4.603(b)	P	A
15	52.204-6	Data Universal Numbering System (DUNS) Number	4.603(a)	P	A
16	52.204-7	Central Contractor Registration	4.1104	C	A
17	52.204-8	Annual Representations and Certifications	4.1202	P	A
18	52.207-1	Notice of Cost Comparison (Sealed-Bid)	7.305(a)	P	A
19	52.207-2	Notice of Cost Comparison (Negotiated)	7.305(b)	P	A
20	52.207-3	Right of First Refusal of Employment	7.305(c)	C	A
21	52.207-5	Option to Purchase Equipment	7.404(c)	C	A
22	52.208-8	Required Sources for Helium and Helium Usage Data	8.505	C	A
23	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	9.409(a)	P	A
24	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	9.409(b)	C	A

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25	52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	11.204(a)	P	A
26	52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards(DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L	11.204(b)	P	A
27	52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	11.204(c)	P	A
28	52.211-4	Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Index Descriptions	11.204 (d)	P	A
29	52.211-7	Alternatives to Government-Unique Standards	11.107(c)	P	A
30	52.211-8	Time of Delivery	11.404(a)(2)	C	O
31	Alternate I	Time of Delivery	11.404(a)(2)	C	O
32	Alternate II	Time of Delivery	11.404(a)(2)	C	O
33	Alternate III	Time of Delivery	11.404(a)(2)	C	O
34	52.211-9	Desired and Required Time of Delivery	11.404(a)(3)	C	O
35	Alternate I	Desired and Required Time of Delivery	11.404(a)(3)	C	O
36	Alternate II	Desired and Required Time of Delivery	11.404(a)(3)	C	O
37	Alternate III	Desired and Required Time of Delivery	11.404(a)(3)	C	O
38	52.211-10	Commencement, Prosecution, and Completion of Work	11.404(b)	C	R
39	Alternate I	Commencement, Prosecution, and Completion of Work	11.404(b)	C	R
40	52.211-12	Liquidated Damages-Construction	11.503(b)	C	O
41	52.211-13	Time Extensions	11.503 (c)	C	A
42	52.211.14	Notice of Priority Rating for National Defense Use	11.604(a)	P	A
43	52.211-15	Defense Priority and Allocation Requirements	11.604(b)	C	A
44	52.211-18	Variation in Estimated Quantity	11.703 (c)	C	A
45	52.212-1	Instructions to Offerors - Commercial Items	12.301(b)(1)	P	A
46	52.212-2	Evaluation - Commercial Item	12.301 (c)(1)	P	O
47	52.212-3	Offeror Representations and Certifications - Commercial Items	12.301(b)(2)	P	A
48	Alternate I	Offeror Representations and Certifications - Commercial Items	12.301(b)(2)	P	A
49	Alternate II	Offeror Representations and Certifications - Commercial Items	12.301(b)(2)	P	A
50	52.212-4	Contract Terms and Conditions - Commercial Items	12.301(b)(3)	C	A
51	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items	12.301(b)(4)	C	A
52	Alternate I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items	12.301(b)(4)	C	A
53	52.214-3	Amendments to Invitations for Bids.	14.201-6(b)(1)	P	A
54	52.214-4	False Statements in Bids	14.201-6(b)(2)	P	A
55	52.214-5	Submission of Bids	14.201-6(c)(2)	P	A

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56	52.214-6	Explanation to Prospective Bidders	14.201-6(c)(2)	P	A
57	52.241-7	Late Submissions, Modifications, and Withdrawals of Bids	14.201-6(c)(3)	P	A
58	52.214-13	Telegraphic Bids	14.201-6(g)(1)	P	A
59	52.214-18	Preparation of Bids - Construction	14.201-6(1)	P	A
60	52.214-19	Contract Award - Sealed Bidding - Construction	14.201-6(m)	P	A
61	52.214-22	Evaluation of Bids for Multiple Awards	14.201-6(q)	P	A
62	52.214-23	Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding	14.201-6(r)	P	A
63	52.214-24	Multiple Technical Proposals	14.201-6(s)	P	A
64	52.214-25	Step Two of Two-Step Sealed Bidding	14.201-b(t)	P	A
65	52.214-26	Audit and Records - Sealed Bidding	14.201-7(a)	C	A
66	52.214-27	Pricing Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding	14.201-7(b)(1)	C	A
67	52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	14.201-7(c)(1)	C	A
68	52.214-29	Order of Precedence-Sealed Bidding	14.201-7(d)	C	A
69	52.214-34	Submission of Offers in the English Language	14.201-6(w)	P	A
70	52.214-35	Submission of Offers in U.S. Currency	14.201(x)	P	A
71	52.215-1	Instructions to Offerors - Competitive	15.209(a)	P	A
72	Alternate I	Instructions to Offerors - Competitive	15.209(a)(1)	P	A
73	Alternate II	Instructions to Offerors - Competitive	15.209(a)(2)	P	A
74	52.215-2	Audit and Records - Negotiation	15.209(b)(1)	C	A
75	Alternate III	Audit and Records - Negotiation	15.209(b)(4)	C	A
76	52.215-3	Request for Information or Solicitation for Planning Purposes	15.209 ( c)	P	A
77	52.215-6	Place of Performance	15.209(f)	P	A
78	52.215-8	Order of Precedence - Uniform Contract Format	15.209(h)	C	A
79	52.215-10	Price Reduction for Defective Cost or Pricing Data	15.408(b)	C	A
80	52.215.11	Price reduction for Defective Cost or Pricing Data-Modifications	15.408( c)	C	A
81	52.215-12	Subcontractor Cost or Price Data	15.408(d)	C	A
82	52.215-13	Subcontractor Cost or Pricing Data - Modifications	15.408(e)	C	A
83	52.215-14	Integrity of Unit Prices	15.408(f)(1)	C	A
84	Alternate I	Integrity of Unit Prices	15.408(f)(2)	C	A
85	52.215-15	Pension Adjustments and Asset Reversions	15.408(g)	C	A
86	52.215-16	Facilities Capital Cost of Money	15.408(h)	P	A
87	52.215-17	Waiver of Facilities Capital Cost of Money	15.408(i)	C	A
88	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	15.408(j)	C	A
89	52.215-19	Notification of Ownership Changes	15.408(k)	C	A
90	52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	15.408(1)	P	O

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91	Alternate I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	15.408(1)	P	O
92	Alternate II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	15.408(1)	P	O
93	Alternate III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	15.408(1)	P	O
94	Alternate IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	15.408(1)	P	O
95	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modification	15.408(m)	C	O
96	Alternate I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modification	15.408(1)	P	O
97	Alternate II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modification	15.408(1)	P	O
98	Alternate III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modification	15.408(1)	P	O
99	Alternate IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modification	15.408(1)	P	O
100	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	15.408(m)	C	O
101	Alternate I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	15.408(m)	C	O
102	Alternate II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	15.408(m)	C	O
103	Alternate III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	15.408(m)	C	O
104	Alternate IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	15.408(m)	C	O
105	52.216-1	Type of Contract	16.105	P	A
106	52.216-4	Economic Price Adjustment Labor and Material	16.203-4( c)	C	O
107	52.216-5	Price Redetermination-Prospective	16.205-4	C	A
108	52.216-6	Price Redetermination-Retroactive	16.206-4	C	A
109	52.216-16	Incentive Price Revision Firm Target	16.405(a)	C	A
110	52.216-17	Incentive Price Revision - Successive Targets	16.405(b)	C	A
111	52.216-23	Execution and Commencement of Work. (See Note 1.)	16.603-4(b)(1)	C	A
112	52.216-24	Limitation of Government Liability. (See Note 1.)	16.603-4(b)(2)	C	R
113	52.216-25	Contract Definitization. (See Note 1.)	16.603-4(b)(3)	C	R
114	Alternate I (See Note 1.)	Contract Definitization. (See Note 1.)	16.603-4(b)(3)	C	A

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115	52.219-1	Small Business Program Representations.	19.308(a)(1)	P	A
116	Alternate I	Small Business Program Representations.	19.308(a)(1)	P	A
117	52.219-2	Equal Low Bids	19.308 (c )	P	A
118	52.219-3	Notice of Total HUBZone Set-Aside.	19.1308(a)	C	A
119	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	19.1308(b)	C	A
120	52.219-5	Very Small Business Ser-Aside. <b>(DELETED)</b>	19.905(a)	C	A
121	Alternate I	Very Small Business Set-Aside.	19.905(b)	C	A
122	52.219-6	Notice of Total Small Business Set-Aside.	19.508( c )	C	A
123	52.219-7	Notice of Partial Small Business Set-Aside	19.508(d)	C	A
124	52.219-8	Utilization of Small Business Concerns.	19.708(a)	C	A
125	52.219-9	Small Business Subcontracting Plan	19.708(b)	C	A
126	Alternate I	Small Business Subcontracting Plan	19.708(b)(1)	C	A
127	Alternate II	Small Business Subcontracting Plan	19.708(b)(1)	C	A
128	52.219-10	Incentive Subcontracting Program	19.708( c)(1)	C	O
129	52.219-14	Limitations on Subcontracting. (See Note 1.)	19.508(e) or 19.811-3(e)	C	A
130	52.219-16	Liquidated Damages-Subcontracting Plan	19.708(b)(2)	C	A
131	52.219-19	Small Business Concern Representation for the Small Business Competitiveness Demonstration	19.1008(a)	P	A
132	52.219-21	Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program	19.1008 (c)	P	A
133	52.219-22	Small Disadvantaged Business Status	19.308(b)	P	A
134	Alternate I	Small Disadvantaged Business Status	19.308(b)	P	A
135	52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	19.1104	C	A
136	Alternate I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	19.1104	C	A
137	Alternate II	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	19.1104	C	A
138	52.219-24	Small Disadvantaged Business Participation Program Targets.	19.1204(a)	P	O
139	52.219-25	Small Disadvantaged Business Participation Business Participation Program-Disadvantaged Status and Reporting.	19.1204(b)	C	A
140	52.219-26	Small Disadvantaged Business Participation Program-Incentive Subcontracting	19.1204 (c )	C	O
141	52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set Aside	19.1407	C	A
142	52.222-1	Notice to the Government of Labor Disputes	22.103-5(a)	C	A
143	52.222-3	Convict Labor	22.202	C	A
144	52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation.	22.305	C	A

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145	52.222-6	Davis-Bacon Act	22.407(a)	C	A
146	52.222-7	Withholding of Funds.	22.407(a)	C	A
147	52.222-8	Payrolls and Basic Records.	22.407(a)	C	A
148	52.222-9	Apprentices and Trainees	22.407(a)	C	A
149	52.222-10	Compliance with Copeland Act Requirements.	22.407(a)	C	A
150	52.222-11	Subcontracts (Labor Standards).	22.407(a)	C	A
151	52.222-12	Contract Termination Debarment.	22.407(a)	C	A
152	52.222-13	Compliance with Davis-Bacon and Related Act	22.407(a)	C	A
153	52.222-14	Disputes Concerning Labor Standards.	22.407(a)	C	A
154	52.222-15	Certification of Eligibility.	22.407(a)	C	A
155	52.222-20	Walsh-Healey Public Contracts Act.	22.61	C	A
156	52.222-21	Prohibition of Segregated Facilities	22.810(a)(1)	C	A
157	52.222-22	Previous Contracts and Compliance Reports.	22.810(a)(2)	P	A
		Notice of Requirement for Affirmative Action to Ensure Equal Employment			
158	52.222-23	Opportunity for Construction.	22.810(b)	P	A
159	52.222-26	Equal Opportunity	22.810(e)	C	A
160	Alternate I	Equal Opportunity	22.810(e)	C	A
161	52.222-27	Affirmative Action Compliance Requirements for Construction.	22.810(f)	C	A
162	52.222-29	Notification of Visa Denial.	22.810(g)	C	A
163	52.222-30	Davis-Bacon Act-Price Adjustment (None or Separately Specified Method).	22.407(e)	C	A
164	52.222-31	Davis-Bacon Act-Price Adjustment (Percentage method).	22.407(f)	C	A
165	52.222-32	Davis-Bacon Act-Price Adjustment (Actual Method).	22.407(g)	C	A
166	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	22.1310(A)(1)	C	A
167	Alternate I	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.			
168	52.222-36	Affirmative Action for Workers with Disabilities	22.1310(a)(2)	C	A
169	Alternate I	Affirmative Action for Workers with Disabilities	22.1408(a)	C	A
		Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	22.1408(b)	C	A
170	52.222-37	Compliance with Veterans' Employment Reporting Requirements.	22.1308(b)	C	A
171	52.222-38		22.1310( c)	P	A
172	52.222-39	Notification of Employee Rights Concerning Payment of Union Due or Fees.	22.1605	C	A
173	52.2223-3	Hazardous Material Identification and Material Safety Data.	23.303	C	A
174	Alternate I	Hazardous Material Identification and Material Safety Data.	23.303(b)	C	A
175	52.223-4	Recovered Material Certification.	23.406(a)	P	A
176	52.223-5	Pollution Prevention and Right-to-Know Information	23.1005	C	A
177	Alternate I	Pollution Prevention and Right-to-Know Information	23.1005(b)	C	A
178	Alternate II	Pollution Prevention and Right-to-Know Information	23.1005( c)	C	A

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179	52.223-6	Drug-Free Workplace		23.505	C	A
180	52.223-7	Notice of Radioactive Materials		23.602	C	A
181	52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designed Products.		23.406(b)	C	A
182	Alternate I	Estimate of Percentage of Recovered Material Content for EPA Designed Products.		23.406(b)	C	A
183	52.223-13	Certification of Toxic Chemical Release Reporting		23.906(a)	P	R
184	52.223-14	Toxic Chemical Release Reporting.		23.906(b)	C	R
185	52.224-1	Privacy Act Notification.		24.104(a)	C	A
186	52.224-2	Privacy Act.		24.104(b)	C	A
187	52.225-9	Buy American Act-Construction Materials.		25.1102(a)	C	A
188	52.225-10	Notice to Buy American Act Requirement-Construction Materials.		25.1102(b)(1)	P	A
189	Alternate I	Notice to Buy American Act Requirement-Construction Materials.		25.1102(b)(2)	P	A
190	52.225-11	Buy American Act-Construction Materials under Trade Agreements.		25.1102( c)	C	A
191	Alternate	Buy American Act-Construction Materials under Trade Agreements.		25.1102( c)(3)	C	A
192	52.225-12	Notice of Buy American Act Requirement-Construction Materials under Trade Agreements.		25.1102(d)(1)	P	A
193	Alternate I	Notice of Buy American Act Requirement-Construction Materials under Trade Agreements.		25.1102(d)(2)	P	A
194	Alternate II	Notice of Buy American Act Requirement-Construction Materials under Trade Agreements.		25.1102(d)(3)	P	A
195	52.225-13	Restrictions on Certain Foreign Purchases.		25.1103(a)	C	R
196	52.225-14	Inconsistency Between English Version and Translation of Contract		25.1103(b)	C	A
197	52.225-16	Sanctioned European Union Country Services		25.1103( c)	C	A
198	52.225-17	Evaluation of Foreign Currency Offers.		25.1103(d)	P	A
199	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.		26.104	C	A
200	52.227-1	Authorization and Consent.		27.201-2(a)	P	A
201	Alternate I	Authorization and Consent.		27.201-2(b)	P	A
202	Alternate II	Authorization and Consent.		27.201-2(c)	P	A
203	52.227-4	Patent Indemnity Construction Contracts		27.203-5	C	A
204	Alternate I	Patent Indemnity Construction Contracts		27.203-5	C	O
205	52.227-5	Waiver of Indemnity		27.203-6	C	A
206	52.227-6	Royalty Information		27204-2	P	A
207	52.227-7	Patents Notice of Government Licensee.		27204-3( c)	P	A
208	52.227-9	Refund of Royalties		27.206-2	C	A
209	52.227-10	Filing of Patent applications-Classified Subject Mater		27.207-2	C	A
210	52.227-1	Patent Rights - Retention by the Contractor (Short Form).		27-303(A)	C	A
211	Alternate I	Patent Rights - Retention by the Contractor (Short Form).		27.303(a)(3)	C	A

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212	Alternate II	Patent Rights - Retention by the Contractor (Short Form).	27.303(a)(3)	C	A
213	Alternate IV	Patent Rights - Retention by the Contractor (Short Form).	27.303(a)(5)	C	A
214	52.227-12	Patent Rights - Retention by the Contractor (Long Form).	27.303(b)	C	A
215	Alternate I	Patent Rights - Retention by the Contractor (Long Form).	27.303(b)(2)	C	A
216	Alternate II	Patent Rights - Retention by the Contractor (Long Form).	27.303(b)(2)	A	A
217	52.227-13	Patent Rights - Acquisition by the Government	27.303(c)	C	A
218	Alternate I	Patent Rights - Acquisition by the Government	27.303(c)(3)	C	A
219	Alternate II	Patent Rights - Acquisition by the Government	27.303(c)(3)	C	A
220	52.227-15	Representation of Limited Rights Data and Restricted Computer Software.	27.409(g)	P	A
221	52.227-17	Rights in Data-Special Works.	27.409(i)	C	O
222	52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.	27.409(q)	C	A
223	52.227-22	Major System - Minimum Rights.	27.409(r)	C	A
224	52.227-23	Rights to Proposal Data (Technical).	27.409(s)	C	A
225	52.228-1	Bid Guarantee	28.101-2	P	A
226	52.228-2	Additional Bond Security	28.106-4	C	A
227	52.228-3	Workers' Compensation Insurance (Defense Base Act).	28.309(a)	C	A
228	52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	28.309(b)	C	A
229	52.228-5	Insurance-Work on a Government Installation	28.31	C	A
230	52.228-7	Insurance-Liability to Third Persons	28.311-11	C	A
231	52.228-11	Pledges of Assets	28.203-6	C	A
232	52.228-12	Prospective Subcontractor Requests for Bonds.	28.106-4(b)	C	A
233	52.228-13	Alternative Payment Protections	28.102-3(b)	C	A
234	52.228-14	Irrevocable Letter of Credit	28.204-4	C	A
235	52.228-15	Performance and Payment Bonds-Construction	28.102-3(a)	C	A
236	52.229-2	North Carolina State and Local Sales and Use Tax	29.401-2	C	A
237	52.229-3	Federal, State, and Local Taxes	29.401-3	C	A
238	52.229-4	Federal, State, and Local Taxes (State and Local Adjustments).	29.401-3	C	A
239	52.229-6	Taxes-Foreign Fixed-Price Contracts	29.402-1(a)	C	A
240	52.229-7	Taxes-Fixed-Price Contracts with Foreign Governments	29.402-(b)	C	A
241	52.230-1	Cost Accounting Standards Notices and Certification	30.201-3	P	A
242	Alternate I	Cost Accounting Standards Notices and Certification	30.201-3(b)	P	A
243	52.230-2	Cost Accounting Standards.	30.201-4(a)	C	A
244	52.230-3	Disclosure and Consistency of Cost Accounting Practices.	30.201.4(b)(1)	C	A
245	52.230-4	Consistency in Cost Accounting Practices.	30.201-4 (c)	C	A
246	52.230-5	Cost Accounting Standards-Educational Institution	30.301-4(e)	C	A
247	52.230-6	Administration of Cost Accounting Standards.	30.201-4(d)	C	A
248	52.230-7	Proposal Disclosure-Cost Accounting Practice Changes.	30.201-3(c)	P	A
249	52.232-5	Payments under Fixed-Price Construction Contracts.	32.111(a)(5)	C	R

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 Note 1-4 = (See last page)

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**FAR CLAUSE MATRIX FIXED-PRICE CONTRACT  
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<b>250</b>	52.232-12	Advance Payments	32.412(a)	C	A
<b>251</b>	Alternate I	Advance Payments	32.412(b)	C	A
<b>252</b>	Alternate III	Advance Payments	32.412(d)	C	A
<b>253</b>	Alternate IV	Advance Payments	32.412(e)	C	A
<b>254</b>	Alternate V	Advance Payments	32.412(f)	C	A
<b>255</b>	52.232-14	Notice of Availability of Progress Payments Exclusively for Small Business Concerns.	32.502-3(b)(2)	P	A
<b>256</b>	52.232-16	Progress Payments	32.502-4(a)	C	A
<b>257</b>	Alternate I	Progress Payments	32.502-4(b)	C	A
<b>258</b>	52.232-17	Interest	32.617(a) and (b)	C	A
<b>259</b>	52.232-18	Availability of Funds	32.705-1(a)	C	A
<b>260</b>	52.232-23	Assignment of Claims <b>(DELETE - SEE 252.232-7008)</b>	32.806(a)(1)	C	A
<b>261</b>	Alternate I	Assignment of Claims	32.806(a)(2)	C	A
<b>262</b>	52.232-24	Prohibition of Assignment of Claims	32.806(b)	C	A
<b>263</b>	52.232-27	Prompt Payment for Construction Contracts	32.908(b)	C	R
<b>264</b>	52.232-28	Invitation to Propose Performance-Based Payments.	32.1005(b)(1)	P	A
<b>265</b>	Alternate I	Invitation to Propose Performance-Based Payments.	32.1005(b)(2)	P	A
<b>266</b>	52.232-33	Payments by Electronic Funds Transfer-Central Contractor Registration	32.1110(a),(a)(1), (b),and(e)(1)	C	A
<b>267</b>	52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration	32.1110(a),(a)(1), (b),and(e)(2)	C	A
<b>268</b>	52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information.	32.110(c)	C	A
<b>269</b>	52.232-36	Payment by Third Party	32.11-(d)and (e)(3)	C	A
<b>270</b>	52.232-37	Multiple Payment Arrangements	32.1110(e)	C	A
<b>271</b>	52.232-38	Submission of Electronic Funds Transfer Information with Offer	32.1110(g)	P	A
<b>272</b>	52.233-1	Disputes	33.215	C	A
<b>273</b>	Alternate I	Disputes	33.215	C	A
<b>274</b>	52.233-2	Service of Protest	33.106(a)	P	R
<b>275</b>	52.233-3	Protest after Award	33.106(b)	C	R
<b>276</b>	52.233-4	Applicable Law for Breach of Contract Claim	33.215(b)	C	R
<b>277</b>	52.236-1	Performance of Work by the Contractor	36.501(b)	C	A
<b>278</b>	52.236-2	Differing Site Conditions	36.502	C	A
<b>279</b>	52.236-3	Site Investigation and Conditions Affecting the Work	36.503	C	A
<b>280</b>	52.236-4	Physical Data	36.504	C	A
<b>281</b>	52.236-5	Material and Workmanship	36.505	C	R
<b>282</b>	52.236-6	Superintendence by the Contractor	36.506	C	A
<b>283</b>	52.236-7	Permits and Responsibilities	36.507	C	R

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284	52.236-8	Other Contracts		36.508	C	A
285	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.		36.509	C	A
286	52.236-10	Operations and Storage Areas		36.51	C	A
287	52.236-11	Use and Possession Prior to Completion		36.511	C	A
288	52.236-12	Cleaning Up		36.512	C	A
289	52.236-13	Accident		36.513	C	A
290	Alternate I	Accident		36.513	C	A
291	52.236-14	Availability and Use of Utility Services		36.514	C	A
292	52.236-15	Schedules for Construction Contracts		36.515	C	O
293	52.236-16	Quantity Surveys		36.516	C	O
294	Alternate I	Quantity Surveys		36.516	C	O
295	52.236-17	Layout of Work		36.517	C	A
296	52.236-21	Specifications and Drawings for Construction		36.521	C	A
297	Alternate I	Specifications and Drawings for Construction		36.521	C	A
298	Alternate II	Specifications and Drawings for Construction		36.521	C	A
299	52.236-26	Preconstruction Conference		36.522	C	A
300	52.236-27	Site Visit (Construction)		36.523	P	A
301	Alternate I	Site Visit (Construction)		36.523	P	A
302	52.236-28	Preparation of Proposals-Construction		36.52	P	R
303	52.242-1	Notice of Intent to Disallow Costs		42.802	C	A
304	52.242-13	Bankruptcy		42.903	C	A
305	52.242-14	Suspension of Work		42.1305(a)	C	A
306	52.243-1	Changes		43.205(d)	C	A
307	52.243-5	Changes and Changed		43.205(e)	C	A
308	52.243-7	Notification of Changes		43.107	C	A
309	52.244-2	Subcontracts (See Note 1.)		44.204(a)(1)	C	A
310	52.244-6	Subcontracts for Commercial Items		44.403	C	R
311	52.245-1	Property Records		45.106(a)	C	A
312	52.245-2	Government Property (Fixed-Price Contracts).		45.106(b)(1)	C	A
313	52.245-3	Identification of Government-Furnished Property		45.106 ( c )	C	A
314	52.245-4	Government-Furnished Property (Short Form)		45.106(d)	C	O
315	52.245-9	Use and Charges		45.302-6( c )	C	A
316	52.245-18	Special Test Equipment		45.307-3	C	A
317	52.245-19	Government Property		45.308-2	C	A
318	52.246-11	Higher Level-Contract Quality Requirement		46.311	C	A
319	52.246-12	Inspection of Construction		46.312	C	A
320	52.246-21	Warranty of Construction		46.710(e)(1)	C	O
321	Alternate I	Warranty of Construction		46.710(e)(1)	C	O

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**FAR CLAUSE MATRIX FIXED-PRICE CONTRACT  
(FP CON)**

322	52.247-1	Commercial Bill of Lading Notations		47.104-4	C	A
323	52.247-33	F.O.B. Origin, with Differentials		47.303-5 ( c )	C	A
324	52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points.		47.305-6(f)(2)	C	A
325	52.247-63	Preference for U.S.-Flag Air Carriers		47.405	C	A
326	52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels		47.507(a)	C	A
327	Alternate I	Preference for Privately Owned U.S. Flag Commercial Vessels		47.507(a)(2)	C	A
328	Alternate II	Preference for Privately Owned U.S. Flag Commercial Vessels		47.507(a)(3)	C	A
329	52.247-66	Returnable Cylinders		47.305-17	C	A
330	52.248-3	Value Engineering-Construction		48.202	C	A
331	Alternate I	Value Engineering-Construction		48.202	C	A
332	52.249-2, Alternate I	Termination of Convenience of the Government (Fixed-Price)		49.502(b)(1)(ii)	C	A
333	52.249-2, Alternate III	Termination of Convenience of the Government (Fixed-Price)		49.502(b)(1)(iii)	C	A
334	52.249-10	Default (Fixed-Price Construction)		49.504( c)(1)	C	A
335	Alternate II	Default (Fixed-Price Construction)		49.504( c)(3)	C	O
336	52.250-1	Indemnification under Public Law 85-804.		50.403-3	C	A
337	52.251-1	Government Supply Sources		51.107	C	A
338	52.252-1	Solicitation Provisions Incorporated by Reference		52.107(a)	P	A
339	52.252-2	Clauses Incorporated by Reference		52.107(b)	C	A
340	52.252-3	Alterations in Solicitation		52.107( c )	P	A
341	52.252-4	Alterations in Contract		52.107(d)	C	A
342	52.252-5	Authorized Deviations in Provisions		52.107(e)	P	A
343	52.252-6	Authorized Deviations in Clauses		52.107(f)	C	A
344	52.253-1	Computer Generated Forms		53.111	C	A
	Alternate III	Patent Rights - Retention by the Contractor (Short Form).		27.303(a)(4)	C	A

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# FAR CLAUSE MATRIX FIXED-PRICE CONTRACT

## (FP CON)

NOTE 1:	THE FOLLOWING CLAUSES ARE PRESCRIBED FOR USE IN LETTER CONTRACTS:			
52.216-23	Execution and Commencement of Work.			
52.216-24	Limitation of Government Liability.			
52.216-25	Contract Definition.			
52.216-25	Contract Definition, Alternate I.			
52.216-26	Payments of Allowable Costs Before Definition.			
52.232-16	Progress Payments, Alternate II.			
52.244-2	Subcontracts (Cost Reimbursement and Letter Contracts).			
52.244-2	Subcontracts (Cost Reimbursement and Letter Contracts), Alternate I.			
	Further instructions concerning provisions and clauses for letter contracts are set forth in 16.603-4(a).			
NOTE 2:	THE FOLLOWING CLAUSES ARE PRESCRIBED FOR USE IN SMALL BUSINESS ADMINISTRATION 8(A) CONTRACTS:			
52.219-11	Special 8(a) Contract Conditions.			
52.219-12	Special 8(a) Subcontract Conditions.			
52.219-14	Limitations on Subcontracting.			
52.219-17	Section 8(a) Award.			
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns.			
52.219-18	Alternate I			
52.219-18	Alternate II			
NOTE 3:	FAR provisions and clauses not identified on the matrix may be used in contracts for commercial items consistent with the procedures and limitations in FAR 12.302.			
NOTE 4:	The following clause is prescribed for use in Information Technology Management Reform Act (ITMRA) contracts:			
52.239-1	Privacy or Security Safeguards. "A".			

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 Note 1-4 = (See last page)



52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)



52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under



the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)



52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)



52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--



(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.

(4) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)



52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of \_\_\_\_\_ and shall not be binding until so approved.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)



52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)



(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)



52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.



(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -----  
[insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)



52.207-1 Notice of Cost Comparison (Sealed-Bid) (FEB 1993)

- (a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.
- (b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for bid opening. At the public bid opening, the Contracting Officer will open the bids and the envelope containing the cost estimate for Government performance and announce the result. This announcement will be based on an initial comparison of the cost of Government performance with the cost of contract performance, as indicated on the cost comparison form.
- (c) The abstract of bids, completed cost comparison form, and detailed data supporting the cost estimate for Government performance will be made available to interested parties for review for a period of (insert a number from 15 to 30, depending on the complexity of the matter (see 7.306(a))(1)(iv)) working days, beginning with the date the documents are available to interested parties. The Government will not make a final determination either for contract or Government performance during this period. During this period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedures. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to decisions regarding selection of one bidder in preference to another. Agency determinations under the appeals procedure shall be final.
- (d) After evaluation of bids and resolution of any requests under the appeals procedure, the Contracting Officer will either award a contract or cancel this solicitation. The completed cost comparison analysis will be made available to interested parties.
- (e) A cost estimate for Government performance is considered a bid for purposes of this solicitation's Late Modifications of Bids or Withdrawal of Bids provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.
- (End of clause)

52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of provision)



52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

52.208-8 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (APR 2002)  
Required Sources for Helium and Helium Usage Data (Apr 2002)

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements--(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier--

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)



52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$\_\_\_\_\_ per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)



52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

(Activity) \_\_\_\_\_  
(Complete address) \_\_\_\_\_  
\_\_\_\_\_  
(Telephone number) \_\_\_\_\_  
(Person to be contacted) \_\_\_\_\_

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX  
OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) \_\_\_\_\_

(Complete address) \_\_\_\_\_

\_\_\_\_\_

(Telephone number) \_\_\_\_\_

(Person to be contacted) \_\_\_\_\_

(End of provision)



52.211-7 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)

(a) This solicitation includes Government-unique standards. The offeror may propose voluntary consensus standards that meet the Government's requirements as alternatives to the Government-unique standards. The Government will accept use of the voluntary consensus standard instead of the Government-unique standard if it meets the Government's requirements unless inconsistent with law or otherwise impractical.

(b) If an alternative standard is proposed, the offeror must furnish data and/or information regarding the alternative in sufficient detail for the Government to determine if it meets the Government's requirements. Acceptance of the alternative standard is a unilateral decision made solely at the discretion of the Government.

(c) Offers that do not comply with the Government-unique standards specified in this solicitation may be determined to be nonresponsive or unacceptable. The offeror may submit an offer that complies with the Government-unique standards specified in this solicitation, in addition to any proposed alternative standard(s).

(End of provision)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

Within Days

After Date

Item No. Quantity of Contract

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract


(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)